



County of San Bernardino

F A S

STANDARD CONTRACT

DO NOT ENCUMBER
FOR COUNTY USE ONLY

X	New	Vendor Code		SC	Dept.	A	Contract Number	
	Change	VILLAGE208A						
	Cancel							
County Department					Dept.	Orgn.	Contractor's License No.	
Probation Department					PRB			
County Department Contract Representative					Telephone		Total Contract Amount	
Holly Benton					(909) 387-5918		Not to Exceed \$10,000	
Contract Type								
<input type="checkbox"/> Revenue <input type="checkbox"/> Encumbered <input checked="" type="checkbox"/> Unencumbered <input type="checkbox"/> Other:								
If not encumbered or revenue contract type, provide reason: <u>Fee for Service Contract</u>								
Commodity Code			Contract Start Date	Contract End Date	Original Amount	Amendment Amount		
			July 1, 2003	June 30, 2004				
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
AAA	PRG	1913	200	2445	40000DRC	Not to Exceed \$10,000		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount		
Project Name				Estimated Payment Total by Fiscal Year				
Counseling Services				FY	Amount	I/D	FY	Amount
Contract type - 1								

THIS CONTRACT is entered into in the State of California by and between the County of San Bernardino Probation Department, hereinafter called the County or Probation, and

Name Village Counseling Clinics hereinafter called Contractor
Address 56659 R & C. 29 Palms Hwy
Yucca Valley, CA 92284
Telephone (760) 369-9420 Federal ID No. or Social Security No. _____

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, The County desires to provide counseling services to minors who have exhibited inappropriate and/or unlawful behavior, and their families.

WHEREAS, County has been allocated funds under Assembly Bill 1913 to provide such services;

WHEREAS, County finds Village Counseling Clinics qualified to provide counseling services;

WHEREAS, County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW THEREFORE, County and Contractor mutually agree to the following terms and conditions:

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I. DEFINITIONS

Assembly Bill (AB) 1913 - Funding pursuant to the Schiff-Cardenas Juvenile Justice Crime Prevention Act to address juvenile prevention and intervention needs within the County.

California Board of Behavioral Sciences (BBS) - The branch of the Department of Consumer Affairs that oversees licensing requirements and professional conduct for individuals practicing marriage, family and child counseling and/or clinical social work.

California Board of Psychology - The Board that ensures individuals entering the profession of Psychology possess the competency to provide services independently and safely.

Contractor - The applicant or proposer selected to enter into an agreement with the County to provide services pursuant to RFQ HSS 02-03. The terms "Contractor", "Vendor" and "Service Provider" are used interchangeably.

Fee for Service - An agreement to pay a specified price for the delivery of specific supplies or services.

Licensed Clinical Social Worker (LCSW) - Licensed individuals who are authorized to employ psychotherapeutic techniques, among other services, with individuals, couples, families, and groups to improve the clients' quality of life.

Marriage and Family Therapist (MFT) - Licensed individuals who are authorized to employ psychotherapeutic techniques with individuals, couples, families, and groups to improve the clients' interpersonal functions. [Prior to 07/01/99 license title was Marriage Family and Child Counselor (MFCC)].

Minor - Individuals, 18 years old and under, referred by Probation who may be under the jurisdiction of the Juvenile Court. These individuals may have exhibited inappropriate and/or unlawful behavior.

Probation - County agency responsible for providing services to minors who may be under the jurisdiction of the Juvenile Court.

Psychological Evaluation - A system of assessing an individual's development, behavior, intellect, personality, emotional and social functioning. Methods that may be used by the therapist may include, but are not limited to, interviewing and observing the client and administering mental competency tests.

Psychological Test - A professionally developed instrument used to measure an individual's skills, abilities and thoughts that may help mental health professionals make a more reliable and valid diagnosis than can be obtained from personal observations only.

Request for Qualifications (RFQ) - The document used to solicit and evaluate interested applicants to determine if they possess the required qualifications and experience to provide specified services. The purpose of this RFQ process is to establish a list of pre-qualified service providers. After eliminating respondents who do not meet the criteria of the RFQ, the County may issue contracts to those certified as qualified.

II. CONTRACTOR COUNSELING SERVICES RESPONSIBILITIES

- A. Accept clients (minor and family) referred by Probation. The primary client base to be served is individuals who are ineligible for Medi-Cal and/or individuals not covered under private insurance plans.
1. Contractor must receive a **completed and signed** Tutoring/Counseling Referral form (DRC 301) designated as Attachment A from Probation before rendering services.
 2. Contractor must make every reasonable effort to ensure that clients referred are not eligible for Medi-Cal or other private insurance plans. Contractor shall maintain an internal tracking system to ensure that clients referred by Probation are not eligible to receive counseling services under Medi-Cal or other private insurance plans.
- B. Provide one or more of the following services as deemed appropriate and necessary on a case-by-case basis:
1. Conduct an initial individual therapy session to assess client and develop a treatment plan.
 2. Conduct individual, group and family therapy sessions.
 3. Administer psychological tests. Psychological tests must be administered by a licensed psychologist or psychiatrist and shall not exceed a four-hour maximum.
 4. Perform psychological evaluations and assessments. Psychological evaluations and assessments must be conducted by a licensed psychologist or psychiatrist and shall not exceed a four-hour maximum.
 5. Conduct bonding/attachment assessments.
 - Bonding/attachment assessments conducted by licensed psychiatrists or psychologists shall not exceed a three-hour maximum.
 - Bonding/attachment assessments conducted by LCSWs, MFTs, MFCCs and interns shall not exceed a four-hour maximum.
 6. Specific Services to be delivered under this agreement are indicated on Attachment B (Fee Schedule for Counseling Services).
- C. Contractor, in conjunction with the County's Probation Officer, shall devise culturally sensitive treatment plans that include strengths-based and holistic family-based intervention strategies that will improve the emotional and psychosocial well being of the minor and family unit. Treatment plans must be in congruence with the client's case plan.
- D. Contractor shall develop and maintain professional and therapeutic relationships with clients referred by Probation.

- E. Services are to be provided for the following geographical region(s) of the County of San Bernardino. “X” indicates the region(s) of the County where Contractor agrees to provide services.

Geographical Region Served	
X	Eastern Desert (Joshua Tree, Yucca Valley)

- F. Contractor shall develop and maintain professional relationships and open communication lines with County staff.
- G. Contractor shall provide a variety of verbal recommendations and routine typewritten reports based on psychological tests, psychological evaluations, counseling sessions, bonding and attachment and other assessments with the client and provide such information to County Probation Officers and Juvenile Court within the time frame specified by the County. These types of reports shall be accomplished without additional charge to the County.
- H. Contractor may be required to provide specialized and/or lengthy typewritten reports (more than four pages) to County Probation Officers and Juvenile Court within the time frame specified by Probation. Contractor will be reimbursed at the rate specified on Attachment B for these types of reports.
- I. Maintain a case file for each client referred by Probation. Case file must include, but is not limited to, family history questionnaire, case notes and reports, assessments, treatment plans and results of psychological tests/evaluations and bonding/attachment assessments.
- J. If necessary, Contractor shall appear and testify in Court as to the client’s progress. Contractor will be reimbursed at the rate specified on Attachment B.
- K. Ensure that under no circumstances, a client referred by Probation and served under this Contract be required to compensate the Contractor for any counseling services received.
- L. Contractor shall notify the County in writing of any personnel changes. If hiring additional personnel, Contractor must provide the County with a copy of the counselor’s active and valid professional counseling license and receive approval in writing from the County before said counselor can render services. Contractor will be paid at the rate indicated on Attachment B.
- M. Contractor shall adhere to California Board of Behavioral Sciences and California Board of Psychology rules regarding supervision of professional services provided by interns and associates.

III. CONTRACTOR GENERAL RESPONSIBILITIES

- A. In the performance of this Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
- B. Without the prior written consent of County, this Contract is not assignable by Contractor either in whole or in part.
- C. Inaccuracies or Misrepresentations: If during the course of the administration of this agreement, the County determines that the Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Contract may be immediately terminated. If this contract is terminated according to this provision, the County is entitled to pursue any available legal remedies.

- D. Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the Chief Probation Officer. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.
- E. Contractor shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. Said records shall be kept and maintained within the State of California. County shall have the right upon reasonable notice and at reasonable hours of business to examine and inspect such records and books.
- F. Contractor shall notify County in writing of any change in mailing address within ten (10) business days of the change, and shall immediately notify County of changes in telephone or fax numbers.
- G. In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made to County within one business day, in writing and by telephone.
- H. Contractor shall provide a system, approved by Probation, through which recipients of service will have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing and posted in clear view of all recipients.
- I. Contractor shall require all persons, including but not limited to its officers, agents, employees, volunteers and any subcontractor directly or indirectly involved in administration of services provided under this Contract to comply with the provisions of Section 827 of the Welfare and Institutions (W & I) Code to assure that:
 - 1. All applications and records concerning any individual made or kept by any public officer, public agency, or Contractor with the administration of any provision of the W & I Code relating to any forms of public social services provided under this Contract will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
 - 2. No person will publish, disclose, use, permit or cause to be published, disclosed, or used, any confidential information pertaining to any applicant or recipient of services under this Contract. Contractor agrees to inform all persons directly or indirectly involved in administration of services provided under this Contract of the above provisions and that any person deliberately violating these provisions is guilty of a misdemeanor.
- J. Contractor shall ensure that all known instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:
 - 1. Assurance that all employees, agents, consultants or volunteers who perform services under this Agreement and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 - 2. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.

Contractor shall provide or arrange for training in child abuse reporting laws (Penal Code, Sections 11164 et seq.) for all employees, agents, consultants, and volunteers, or provide

verification that such persons have received training in the law within thirty (30) calendar days of employment/volunteer activity.

- K. Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have supervisory or disciplinary power over a minor, as provided for in Penal Code Section 11105.3. A copy of a professional license issued by the State of California's Board of Behavioral Science or Board of Psychology is adequate proof of DOJ clearance.
- L. Contractor shall not employ in any capacity, paid or volunteer, any person who has been convicted of any crime of violence or of any sexual crime and shall, upon discovery of such, terminate the employment of said person. Contractor shall investigate all incidents where an applicant, employee, intern or volunteer has been arrested for any crime listed in Penal Code Section 11105.3 and shall take action to either deny employment or terminate where the investigation shows that the underlying conduct associated with the arrest renders the person unsuitable for employment, internship, or volunteer services. Contractor shall immediately notify the County concerning the arrest and/or conviction, for other than minor traffic offenses, of any paid employee, agent consultant, intern or volunteer staff, when such information becomes known to Contractor.
- M. Contractor shall make every reasonable effort to prevent employees, consultants or members of its governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others, such as those with whom they have family, business, or other ties. In the event County determines a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicants and such persons have successfully competed for employment with other applicants on a merit basis.
- N. Contractor agrees to and shall comply with the following indemnification and insurance requirements:
 - 1. Indemnification - The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Contractor's acts, errors or omissions and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
 - 2. Insurance - Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with minimum limits as shown:
 - a. Worker's Compensation - A program of Workers' Compensation insurance or a State-approved Self Insurance Program in amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Worker's Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal Law, volunteers for such entities are required to be covered by Worker's Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer program may be substituted.

- b. Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage of owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c. Errors and Omissions Liability Insurance - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or

Professional Liability - Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

- 3. Additional Named Insured - All policies, except for Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.
- 4. Waiver of Subrogation Rights - Except for Errors and Omissions Liability and Professional Liability, Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.
- 5. Policies Primary and Non-Contributory - All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- 6. Proof of Coverage - Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) calendar days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) calendar days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- 7. Insurance Review - The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insure coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.
- 8. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by

amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

- O. Former County Officials: Contractor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Contractor. This information includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Contractor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.
- P. Contractor shall comply with all applicable laws, statutes, ordinances, administrative orders, rules or regulations relating to its duties, obligations and performance under the terms of the Contract and shall procure all licenses and pay all fees and other charges required thereby. Contractor shall maintain all required licenses during the term of this Contract. Failure to comply with the provisions of this section may result in immediate termination of this Contract.
- Q. Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where services are provided under the terms of this Contract.
- R. The Contractor agrees to comply with the applicable provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 1000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The Contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, national origin or ancestry, religion, sex, sexual orientation, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from the County.

Civil Rights Compliance: The Contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with the County within 30 calendar days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HSS Contracts will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan.

- S. Contractor agrees to comply with all applicable provisions of the Americans with Disabilities Act (ADA).
- T. If the amount available to Contractor under this Contract, as specified in Section V, Paragraph A, exceeds \$100,000, Contractor agrees to comply with Section 306 of the Clean Air Act (42 USC 7401), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

- U. Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Contract. Recycled printed products shall include a symbol identifying the recycled material.
- V. Contractor understands and agrees that any and all legal fees or costs associated with lawsuits concerning this Contract against the County, shall be the Contractor's sole expense and shall not be charged as a cost under this Contract. In the event of any contract dispute hereunder, each Party to this Contract shall bear its own attorney's fees and costs regardless of who prevails in the outcome of the dispute.
- W. Contractor shall ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.
- X. Contractor shall maintain a current active and valid professional license to provide psychological and counseling services within the State of California and shall remain in good standing with the California Board of Behavioral Science (BBS) and/or California Board of Psychology. Contractor shall notify County immediately of any disciplinary action or suspension imposed by any licensing board.

IV. COUNTY RESPONSIBILITIES

- A. Probation shall refer clients during Contractor's normal business hours of operation. Probation shall:
 - determine the client's need for services;
 - specify *desired* treatment objectives in congruence with the minor's/family's case plan;
 - complete the appropriate referral form (DRC 301);
 - fax the completed and signed referral form to the Contractor;
 - mail the Contractor a hard copy of the referral form within three (3) business days.
- B. As part of this Contract, the County does not guarantee any referrals and/or clients to Contractor nor does County guarantee a minimum number of referrals and/or clients.
- C. County staff shall develop and maintain professional relationships and open communication lines with Contractor.
- D. Compensate Contractor per the provisions outlined in Section V of this Contract.
- E. Monitor and evaluate the performance of Contractor in meeting the terms of the Contract and the quality and effectiveness of services provided.
- F. County shall provide consultation and technical assistance in carrying out the terms of this Contract.

V. FISCAL PROVISIONS

- A. The maximum amount of payment under this Contract shall not exceed \$10,000 for the term described under Section VIII and shall be subject to availability of funds to the County. The consideration to be paid to Contractor, as provided herein, shall be in full payment for all Contractor's services.
- B. Contractor shall be paid on a fee-for-services basis in accordance with the Fee Schedule described in Attachment B and only for services authorized by Probation and satisfactorily delivered by Contractor.
- C. Contractor will not be compensated for clients' missed or cancelled appointments.
- D. Contractor shall provide an itemized invoice in the form of Counseling Invoice (DRC 302) designated as Attachment C to the County by the 10th day of each month for clients served during the previous

month. Contractor invoices shall identify services rendered by licensed interns or associates and invoiced amounts shall reflect approved rate, if applicable, per Attachment A (Fee Schedule for Counseling Services) Invoices must include client's name, case number, date(s) of service, description of service(s) and costs of service(s). Additionally, referral form(s) and copy(ies) of client sign in sheet(s) verifying attendance on date(s) of service must be attached to the invoice. Invoices are to be mailed to:

San Bernardino County Probation Department
175 West Fifth Street
San Bernardino, CA 92415
ATTN: Holly Benton, AB 1913 Coordinator

- E. Fees for services under the terms of this Contract will be incurred during the contract period.
- F. Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Contractor shall not claim payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Contractor agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- G. County is not liable for the payment of any taxes, other than applicable sales or use tax, resulting from this Contract however designated, levied or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operations.

VI. RIGHT TO MONITOR AND AUDIT

- A. County shall have the absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract.
- B. County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.
- C. Contractor shall cooperate with County in the implementation, monitoring and evaluation of this Contract and comply with any and all reporting requirements established by this Contract.
- D. All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Records of the Contractor which do not pertain to the services under this Contract may be subject to review or audit unless provided in this or another Contract. Technical program data shall be retained locally and made available upon the County's reasonable advance written notice or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

- E. Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representative in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

VII. CORRECTION OF PERFORMANCE DEFICIENCIES

- A. Failure by Contractor to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.
- B. In the event of a non-cured breach, County may, at its sole discretion and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:
 - 1. Afford Contractor thereafter a time period within which to cure the breach, which period shall be established at sole discretion of County; and/or
 - 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or
 - 3. Withhold funds pending duration of the breach; and/or
 - 4. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Item "2" of this paragraph; and/or
 - 5. Terminate this Contract and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Contractor under this Contract and the balance, if any, shall be paid by the Contractor upon demand.

VIII. TERM

This Contract is effective as of July 1, 2003 through June 30, 2004 but may be terminated in accordance with provisions of Section IX of the Contract. This Contract may be extended for two additional 12-month periods if funding is available and subject to the approval of an amendment to this agreement by both the County and the Contractor.

IX. EARLY TERMINATION

- A. The County may terminate the Contract immediately under the provisions of Section VII of the Contract. In addition, the Contract may be terminated without cause by the County by serving a written notice to the Contractor thirty (30) days in advance of termination. The Chief Probation Officer is authorized to exercise the County's rights with respect to any termination of this Contract.
- B. Contractor will only be reimbursed for costs and uncancelable obligations incurred prior to the date of termination. Contractor will not be reimbursed for costs incurred after the date of termination.

X. GENERAL PROVISIONS

- A. When notices are required to be given pursuant to this Contract, the notices shall be in writing and mailed to the following respective addresses.

Contractor: Village Counseling Clinics
56659 B & C 29 Palms Way
Yucca Valley, CA 92284

County: County of San Bernardino Probation Department
175 West Fifth Street
San Bernardino, CA 92415
ATTN: Holly Benton, AB 1913 Coordinator

County (***Insurance Information Only***):
County of San Bernardino
c/o Insurance Data Services
P. O. Box 12010-CB
Hemet, CA 92546-8010

- B. Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify the County if there is a change in the primary point of contact. Contractor or designee must respond to County inquiries within two (2) County business days.
- C. Nothing contained in this Contract shall be construed as creating a joint venture, partnership or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the Party hereto.
- D. No waiver of any of the provisions of the contract documents shall be effective unless it is made in a writing, which refers to provisions so waived, and which is executed by the Parties. No course of dealing and no delay or failure of a Party in exercising any right under any Contract Document shall affect any other or future exercise of that right or any exercise of any other right. A Party shall not be precluded from exercising a right by its having partially exercised that right or its having previously abandoned or discontinued steps to enforce that right.
- E. Any alterations, variations, modifications, or waivers of provisions of the Contract, unless specifically allowed in the Contract, shall be valid only when they have been reduced to writing, duly signed and approved by the Authorized Representatives of both parties as an amendment to this Contract. No oral understanding or agreement not incorporated herein shall be binding on any of the Parties hereto.
- F. If any provision of the Contract is held by a court of competent jurisdiction to be unenforceable or contrary to law, it shall be modified where practicable to the extent necessary so as to be enforceable (giving effect to the intention of the Parties) and the remaining provisions of the Contract shall not be affected.
- G. This Contract shall be governed by and construed in all aspects in accordance with the laws of the State of California without regard to principles of conflicts of laws. The Parties agree to the exclusive jurisdiction of the federal and state courts located in the County of San Bernardino, for any and all disputes arising under this Contract, to the exclusion of all other federal and state courts.

XI. CONCLUSION

- A. This Contract, consisting of 14 pages and Attachments A, B, and C is the full and complete document describing services to be rendered by Contractor to County including all covenants, conditions and benefits.
- B. The signatures of the Parties affixed to this Contract affirm that they are duly authorized to commit and bind their respective institutions to the terms and conditions set forth in this document.

- C. **IN WITNESS WHEREOF**, the Board of Supervisors of the County of San Bernardino has caused this Agreement to be subscribed to by the Clerk thereof, and Contractor has caused this Agreement to be subscribed in its behalf by its duly authorized officers, the day, month and year written.

COUNTY OF SAN BERNARDINO

► _____
Dennis Hansberger, Chairman, Board of Supervisors

Dated _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED TO THE
CHAIRMAN OF THE BOARD

Clerk of the Board of Supervisors
of the County of San Bernardino.

By _____
Deputy

Village Counseling Clinics
(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Dr. Jerry Meints
(Print or type name of person signing contract)

Title Executive Director
(Print or Type)

Dated _____

Address 56659 B & C 29 Palms Way
Yucca Valley, CA 92284

Approved as to Legal Form
► _____
Dawn Stafford, Deputy County Counsel
Date _____

Reviewed by Contract Compliance
► _____
Lori Ciabattini, HSS Contracts Unit
Date _____

Presented to BOS for Signature
► _____
Raymond B. Wingerd, Chief Probation Officer
Date _____

Auditor/Controller-Recorder Use Only

☐ Contract Database ☐ FAS

Input Date	Keyed By
------------	----------

ATTACHMENT A
SAN BERNARDINO COUNTY PROBATION DEPARTMENT
DAY REPORTING CENTER

JUVENILE INFORMATION

STUDENT NAME _____ TODAY'S DATE _____

PARENT/GUARDIAN _____ J NUMBER _____

ADDRESS _____ CITY _____

HOME PHONE (____) _____ ALTERNATE PHONE (____) _____

GRADE LEVEL _____ DOB _____

SOURCE OF REFERRAL

PROBATION OFFICER _____ CASELOAD # _____

BUSINESS ADDRESS _____ CITY _____ ZIP _____

WORK PHONE (____) _____ FAX (____) _____
SIGNATURE _____ DATE _____

SUPERVISOR SIGNATURE _____ DATE _____

☐ OTHER _____

REFERRAL INFORMATION

☐ COUNSELING SERVICES ☐ TUTORING SERVICES
AGENCY NAME _____ AGENCY NAME _____
☐ INDIVIDUAL/GROUP COUNSELING- MAX ____HRS ☐ ASSESSMENT ONLY
☐ PSYCHOLOGICAL TESTING NUMBER OF HOURS RECOMMENDED PER WEEK _____
☐ PSYCHOLOGICAL EVALUATION EXPIRATION DATE _____
☐ BONDING/ATTACHMENT ASSESSMENT
☐ TESTIFYING IN COURT - MAX ____HRS
☐ SPECIALIZED REPORT WRITING- MAX ____HRS
☐ FAMILY COUNSELING- MAX ____HRS
EXPIRATION DATE _____

COMMENTS: _____

DAY REPORTING CENTER INFORMATION (To be completed by staff at the Day Reporting Center.)

NAME _____ CASELOAD # _____
- -

SIGNATURE _____ DATE _____ PHONE # (____)_____
- -

FINAL APPROVAL – SUPERVISOR _____

DRC 301 (09/02) TUTORING/COUNSELING REFERRAL FORM

Contractor Name: Village Counseling Clinics

ATTACHMENT B

Fee Schedule for Counseling Services

Type of Service	Approved Fee for Service (\$)
Individual Therapy Session (hourly rate)	85/hr (licensed individuals) and 65/hr (interns)
Group Therapy Session (hourly rate/ per client)	12.50/hr per client Maximum number of clients: 15
Psychological Testing (hourly rate)	85/hr (PH.D. ONLY) MAXIMUM OF FOUR HOURS
Psychological Evaluation (hourly rate)	85/hr (PH.D. ONLY) MAXIMUM OF FOUR HOURS
Bonding/Attachment Assessment (hourly rate)	75/hr MAXIMUM OF FOUR HOURS
Testifying - Court Services (hourly rate)	85/hr
Specialized Report Writing (hourly rate)	85/hr

Other Services to be Provided

Type of Service	Approved Fee for Service (\$)
Family Therapy (hourly rate)	85/hr (licensed individuals) and 65/hr (interns)

CONTRACT NO.

ATTACHMENT C - INVOICE FOR COUNSELING SERVICES

MONTH OF _____ (MO/YR)		COUNSELING HOURS OF SERVICE						
PAYMENT ADDRESS: <u>ABC COUNSELING AGENCY</u> 123 PARK WAY HESPERIA, CA 92345		INDIVIDUAL THERAPY	GROUP THERAPY	PSYCHOLOGICAL TESTING (4 HRS MAX)	PSYCHOLOGICAL EVALUATION (4 HOURS MAX)	BONDING/ ATTACHMENT	TESTIFYING/ COURT	SPECIALIZED REPORT WRITING
MINOR'S NAME	DATES							
_____ _____ (Last, First) DOB _____ Therapist _____ _____								
_____ _____ (Last, First) DOB _____ Therapist _____ _____								
_____ _____ (Last, First) DOB _____ Therapist _____ _____								
Total Hours								
Contract Cost per Hour		\$	\$	\$	\$	\$	\$	\$
Totals								
Monthly Invoice Amount		\$ _____						
AGENCY INFORMATION								
_____ Signature (Authorized Personnel Only) _____ Date								
_____ _____ Print Name Title Phone Number								

SAMPLE